

CONTRACT #4
RFS # N/A

University of Tennessee

VENDOR:
University of North Carolina
at Chapel Hill

February 29, 2008

RECEIVED

MAR 03 2008

FISCAL REVIEW

Mr. Jim White
Executive Director
Fiscal Review Committee
320 Sixth Avenue, North – 8th Floor
Nashville, TN 37243-0057

Dear Mr. White:

The University of Tennessee is submitting for the committee's review a non-competitively bid contract with the University of North Carolina at Chapel Hill (UNC) to license a research administration information system called Electronic Research Administration Software System (eRA System). UNC will serve as our implementation partner for this project and these costs are included in the attached contract.

The university currently uses Coeus as our research administration management system solution. Coeus, a third-party software product now managed by a university consortium, was originally developed by the Massachusetts Institute of Technology (MIT) and was made available to other higher education institutions for use at a nominal cost in the mid-1990s. Despite efforts made by UT and other higher education institutions to enhance this product, the software has not proven to provide the functionality we now need. During fall 2007, the university actively began exploring options to replace Coeus and determined that most universities with research activity of our size and complexity were using home grown systems or still trying to use Coeus. Our review included an analysis of functionality provided by major enterprise resource planning (ERP) providers that UT currently uses for administrative and student information system support thus making them logical candidates for consideration given the ability to integrate existing functionality. While both are actively working on solutions, SunGard has not introduced a product for the marketplace and the functionality UT needs is not part of the SAP solution.

Our review did identify a research administration management system developed by the University of North Carolina at Chapel Hill (UNC) that contained our desired functionality and that can be integrated with existing university financial systems. This system eRA (Electronic Research Administration) is comprised of several modules used to manage various processes of university research administration. These modules include:

- 1) **RAMSeS:** Electronic system used for proposal and award management that includes proposal development, submission, electronic routing and approval, and electronic document management, award setup and tracking, financial integration, award reporting and closeout. RAMSeS also includes a data reporting module.
- 2) **EVENT & DOCUMENT WORKFLOW:** Electronic system used to track events and reminders. Includes user inboxes to track tasks and upcoming deliverables and electronically routes documents. Is organizationally aware and permits hierarchical assignment of tasks. System is easily integrated with RAMSeS and other eRA System modules.

- 3) IRBIS: Electronic system used to track and manage Human Subjects Research data. System records receipt of protocol applications, allows for review determination and management, and agenda management. Also automatically generates notifications to investigators.
- 4) ACAP/RAMS: Electronic system used to track and manage Animal Research data. System provides for the electronic submission of protocol applications by investigators, allows for review determination and management, and agenda management. Also automatically generates notifications to investigators. Upon procurement of appropriate hardware and devices, system also provides functionality for electronic census management, vet care and billing for animal care services rendered.
- 5) BLUE: Electronic system used for web-based invention disclosure, web-based material transfer agreement submission, intellectual property (innovations, patents and agreements) management and reporting. Also includes web-based marketing portal.
- 6) eCOI: Electronic system used to manage project-based Conflict of Interest disclosure and reporting process. System also handles electronic, administrative review.

The draft contract presented for your review has an effective date of May 1, 2008 and includes \$175,000 for the initial software license and \$330,000 for implementation costs payable over the next two years as services are rendered. After the initial implementation, the university would pay a nominal annual maintenance fee that includes software upgrades and technical support, a practice common with software purchases. A draft contract is presented for your review as we are in the process of finalizing the contractual language. Your consideration of a draft contract provides us the ability to begin implementation as soon as possible while honoring the committee's request for contracts to be presented at least 60 days prior to its effective date. We will file a fully executed contract to the Fiscal Review Committee staff once finalized.

If you have questions or need additional information, please let me know.

Respectfully,

Sylvia Shannon Davis

Sylvia Shannon Davis
Vice President for Strategic Planning and Operations

c: Dr. John D. Petersen
Mr. Chris Cimino
Dr. David Millhorn
Mr. Anthony Haynes
Mr. Charles Peccolo

CONTRACT SUMMARY SHEET

021406

RFS #				Contract #			
N/A				N/A			
State Agency				State Agency Division			
University of Tennessee				University-wide Administration			
Contractor Name				Contractor ID # (FEIN or SSN)			
University of North Carolina at Chapel Hill				<input type="checkbox"/> C- or <input type="checkbox"/> V-			
Service Description							
Research Administration Management System license and implementation support							
Contract BEGIN Date		Contract END Date		Subrecipient or Vendor?		CFDA #	
1-May-08		Indefinitely		N/A		N/A	
Mark Each TRUE Statement							
<input checked="" type="checkbox"/> N/A Contractor is on STARS				<input type="checkbox"/> Contractor's Form W-9 is on file in Accounts			
Allotment Code		Cost Center		Object Code		Fund	
332.10		N/A		N/A		N/A	
Funding Grant Code		Funding Subgrant Code					
N/A		N/A					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount		
2008					\$ 202,500.00		
2009					\$ 165,000.00		
2010					\$ 137,500.00		
					\$ -		
					\$ -		
					\$ -		
TOTAL:	\$ -	\$ -	\$ -	\$ -	\$ 505,000.00		
— COMPLETE FOR AMENDMENTS ONLY —				State Agency Fiscal Contact & Telephone #			
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Sylvia Shannon Davis, 865-974-2244				
			State Agency Budget Officer Approval				
			Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)				
TOTAL:	\$ -	\$ -					
End Date							
Contractor Ownership (complete only for base contracts with contract # prefix: FA or GR) N/A							
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> NOT disadvantaged			
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged—				
Contractor Selection Method (complete for ALL base contracts— N/A to amendments or delegated authorities)							
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation		<input type="checkbox"/> Alternative Competitive Method				
<input checked="" type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government(eg,ID,GG,GU)		<input type="checkbox"/> Other				
Procurement Process Summary (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)							
The university currently uses Coeus as our research administration management system solution. Coeus, a third-party software product now managed by a university consortium, was originally developed by the Massachusetts Institute of Technology (MIT) and was made available to other higher education institutions at a nominal cost in the mid-1990s. Despite efforts made by UT and other higher education institutions to enhance this product, the software has not proven to provide the functionality we now need. During fall 2007, the university actively began exploring options to replace Coeus and determined that most universities with research activity of our size and complexity were using home grown systems or Coeus. Our review identified a product developed by the University of North Carolina at Chapel Hill that meets our needs.							

REQUEST: NON-COMPETITIVE CONTRACT

<p>Each of the request items below indicates specific information that <u>must</u> be individually detailed or addressed <u>as required</u>. A request can not be considered if information provided is incomplete, non-responsive, or does not clearly address each of the requirements individually as required.</p>		
1) RFS #	332.10	
2) State Agency Name :	University of Tennessee	
3) Service Caption :	Research Administration Management System License and Implementation Support	
4) Proposed Contractor :	University of North Carolina at Chapel Hill	
5) Contract Start Date : (attached explanation required if date is < 60 days after F&A receipt)	May 1, 2008	
6) Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	Indefinite	
7) Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	~\$25,000/year for software maintenance beginning in year 3	
8) Approval Criteria : (select one)	<input checked="" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service	
9) Description of Service to be Acquired :		
Software license and implementation support services for the installation of the eRA research administration management system supporting all UT campuses and institutes.		
10) Explanation of the Need for or Requirement Placed on the Procuring Agency to Acquire the Service :		
The university's current research administration management system does not meet the university's needs. In FY 2007, we had approximately \$340 million in research expenditures and anticipate the amount and complexity of future research contracts to increase. We need a robust system capable of handling current and future needs.		
11) Explanation of Whether the Procuring Agency Bought the Service in the Past, & if so, What Procurement Method It Used :		
The university currently uses a third party software, Coeus, that was originally developed by the Massachusetts Institute of Technology (MIT). Acquired in the mid- 1990's, this software was also selected after searching the marketplace for available products. At that time and as of now, most universities with a complex research infrastructure like UT are using homegrown systems or Coeus.		
12) Name & Address of the Proposed Contractor's Principal Owner(s) :		
University of North Carolina at Chapel Hill, CB#2212, 137 East Franklin Street, Suite 201, Chapel Hill, NC 27514		
13) Evidence of the Proposed Contractor's Experience and Length of Experience Providing the Service :		
The University of North Carolina has long-time experience with Coeus, the same system used by UT, that they replaced with the eRA research administration suite in July 2006. UNC is highly knowledgeable of our needs and is willing to work with a limited number of universities outside the University of North Carolina System. They also have experience with installations at other UNC campuses.		
14) Documentation of Office for Information Resources Endorsement : (required <u>only</u> if the subject service involves information technology)		
select one:	<input checked="" type="checkbox"/> Documentation Not Applicable to this Request <input type="checkbox"/> Documentation Attached to this Request	

15) Documentation of Department of Personnel Endorsement :
(required only if the subject service involves training for state employees)

select one:

☒ Documentation Not Applicable to this Request

☐

Documentation Attached to this Request

16) Documentation of State Architect Endorsement :
(required only if the subject service involves construction or real property related services)

select one:

☒ Documentation Not Applicable to this Request

☐

Documentation Attached to this Request

17) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :

The university currently uses Coeus as our research administration management system solution. Coeus, a third-party software product now managed by a university consortium, was originally developed by the Massachusetts Institute of Technology (MIT) and was made available to other higher education institutions for use at a nominal cost in the mid-1990s. Despite efforts made by UT and other higher education institutions to enhance this product, the software has not proven to provide the functionality we now need. During fall 2007, the university actively began exploring options to replace Coeus and determined that most universities with research activity of our size and complexity were using home grown systems or are still trying to use Coeus. Our review included an analysis of functionality provided by major enterprise resource planning (ERP) providers that UT currently uses for administrative and student information system support thus making them logical candidates for consideration given the ability to integrate existing functionality. While both are actively working on solutions, SunGard has not introduced a product for the marketplace and the functionality UT needs is not part of the SAP solution.

18) Justification of Why the State Should Use Non-Competitive Negotiation Rather Than a Competitive Process :
(Being the "only known" or "best" service provider to perform the service as desired will not be deemed adequate justification)

In FY 2007, UT had approximately \$340 million in research grant and contract expenditures and this number is expected to increase significantly. The management of research initiatives of this size and complexity across the university system is limited to a small percentage of universities thus making the commercial development of third-party software systems capable of meeting our needs not a high priority for product development. The use of a product developed by another higher education institution, in this case the University of North Carolina, that understands our needs and has developed a tested product that meets our need is deemed the best solution strategy for UT.

License Agreement

THIS LICENSE AND SERVICE AGREEMENT (this "Agreement") is made and entered into by and between The University of North Carolina at Chapel Hill, ("University") and [The University of Tennessee] ("Tennessee").

WITNESSETH:

WHEREAS, University has developed an Electronic Research Administration Software System ("eRA System") used to manage processes of university research administration as further described in Exhibit A attached hereto;

WHEREAS, the University is offering eRA System for license and use;

WHEREAS, Tennessee desires to license and use eRA System for use on the Tennessee campuses;

NOW, THEREFORE, in consideration of the premises and of the following mutual promises, covenants, and conditions and any sums to be paid, Tennessee and the University agree as follows:

1. Effective Date. The Effective Date of this Agreement is May 1, 2008.

2. Grant of License.

(a) As of the Effective Date and subject to the terms and conditions set forth herein, University hereby grants Tennessee a nonexclusive, nontransferable, unlimited user license to (i) use the eRA System for conducting its internal research administration functions on its campuses and (ii) develop features, functionality and other developments to the eRA System.

(b) Tennessee shall not be permitted to use the eRA System for any purpose other than that specifically permitted herein. Without limiting the generality of the foregoing, Tennessee shall not (i) sublicense, rent, distribute, lease or otherwise assign its rights in the eRA System, and (ii) remove any proprietary notices or labels on the eRA System. Tennessee may not allow any third party to use the eRA other than its contractors or affiliates. Affiliates of Tennessee may access eRA system as implemented on Tennessee's campuses and cannot install a separate instance of the software. Tennessee shall use eRA System for internal purposes only, and shall not redistribute eRA System to any third party.

3. Services.

(a) University shall perform the Services set forth in Exhibit B;

(b) University makes no warranties or representations or covenants regarding the Services, other than those set forth in Exhibit B.

(c) University shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.

4. Fees and Payment.

(a) Within 30 days of the Effective Date, Tennessee will pay University "One-Time License Fee" set forth in Exhibit C.

(b) In consideration for the performance of the Services, Tennessee shall pay University the "Implementation Costs" set forth in Exhibit C. Tennessee shall pay the Implementation Costs on a monthly basis for work performed in the prior month upon invoice.

(c) Annual Support Fees set forth in agreement will be paid within thirty days of anniversary of the effective date of the agreement. Such annual fees may be increased by University once annually on each anniversary of the Effective Date, provided, however, that within 30 days of notice of such increase, Tennessee shall have the right to terminate this Agreement. The rate of increase of the ongoing fees will not exceed 4% per year.

5. Derivative Works.

(a) Tennessee shall report any derivative developments promptly upon their creation and shall assist University in incorporating such developments in the eRA System. To the extent such developments constitute derivative works of the eRA System, Tennessee shall assign all right, title and interest in such derivative works to University. With respect to all other developments of the eRA System created by Tennessee, Tennessee hereby grants University a nonexclusive, royalty-free, perpetual license, with rights to sublicense, to such developments for use with the eRA System. Derivative developments are considered to be those highly dependent upon core functionality of eRA. Other developments are those software based tools which might arise from the concept and inherent core structures of eRA, but which are independently functional.

(b) It shall be in University's sole discretion whether any developments related to the eRA System created by Tennessee become part of the eRA System.

6. Term. This Agreement shall be effective from the Effective Date and extend indefinitely unless earlier terminated by University. Upon such termination, other than termination for breach, Tennessee shall have the right to use the eRA System subject to the limited license granted in Section 2 above. Upon termination for breach, Tennessee shall have no further right to use the eRA System for any purpose.

7. UNIVERSITY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNIVERSITY DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE eRA SYSTEM IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY UNIVERSITY OR ITS EMPLOYEES SHALL CREATE A WARRANTY OR CONDITION OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY HEREIN.

8. IN NO EVENT SHALL UNIVERSITY BE LIABLE IN TORT, CONTRACT OR OTHERWISE FOR ANY DAMAGES IN ANY FORM, WHETHER DIRECT, INDIRECT,

INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL, DAMAGES ARISING OUT OF THIS AGREEMENT OR OTHERWISE IN CONNECTION WITH THE SERVICES, EVEN IF UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. No Agency. University's status under the Agreement shall be that of an independent contractor.

10. Assignment; Entire Agreement. This Agreement is not assignable. This Agreement, together with its exhibits and attachments, contains the entire understanding of both parties as to the subjects covered herein and shall not be altered, amended or modified except by an agreement in writing executed by the duly authorized officials of both parties. In the event that University transfers ownership and development of eRA to a third-party, Tennessee would anticipate that legal obligation for services that University has agreed to perform would be transferred to the third party through the contract between those two parties.

11. Waiver. Failure to insist upon compliance with any of the terms and conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall remain at all times in full force and effect.

12. Tennessee is not bound by this Contract until it is approved by the appropriate Tennessee official(s) indicated on the signature page of this Contract.

13. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.

14. University warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to University in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in University.

15. University shall maintain documentation for all charges against Tennessee under this Contract. The books, records and documents of University, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by Tennessee or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.

16. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. University shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of nondiscrimination.

17. University, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. Tennessee shall have no liability except as specifically provided in this Contract.

18. University shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by Tennessee:

a. A Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to Tennessee.

b. A Contractor shall not make or influence Tennessee decisions or use Tennessee resources in a manner that results in:

- Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or

- Unfair advantage to or favored treatment for a third party outside Tennessee.

University certifies that he/she has no conflicts of interests.

19. If University fails to perform properly its obligations under this Contract or violates any term of this Contract, Tennessee shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. University shall not be relieved of liability to Tennessee for damages sustained by breach of this Contract by University.

20. For personal, professional, and consultant services, University shall submit brief, periodic progress reports to Tennessee as requested.

21. In compliance with the requirements of Chapter 878, Public Acts of 2006 of the State of Tennessee, for any contract for goods or services purchased by Tennessee, University hereby attests that University shall not knowingly utilize the services of an illegal immigrant in the performances of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of the Contract.

22. Notices. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To University at:
c/o Andrew Johns
Assistant Vice Chancellor for Research
UNC-Chapel Hill
CB # 2212, 137 E. Franklin St., Ste 201
Chapel Hill, NC 27514

To Tennessee at:
c/o Dr. David Millhorn
Executive Vice President
813 Andy Holt Tower
University of Tennessee
Knoxville, Tennessee 37996

(Signature page to follow)

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement in their official capacities on the day and the year last listed below.

THE UNIVERSITY OF NORTH CAROLINA
AT CHAPEL HILL

THE UNIVERSITY OF TENNESSEE

By: _____

By: _____

Name: _____

Name: David E. Millhorn

Title: _____

Title: Executive Vice President

DRAFT

Exhibit A
Description of eRA System

eRA System is comprised of several modules used to manage various processes of university research administration. These modules currently include:

- 1) **RAMSeS:** Electronic system used for proposal and award management. Includes proposal development, submission, electronic routing and approval, and electronic document management. Also includes award setup and tracking, financial integration, award reporting and closeout. RAMSeS also includes a data reporting module.
- 2) **EVENT & DOCUMENT WORKFLOW:** Electronic system used to track events and reminders. Includes user inboxes to track tasks and upcoming deliverables and electronically routes documents. Is organizationally aware and permits hierarchical assignment of tasks. System is easily integrated with RAMSeS and other eRA System modules.
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- 5) **BLUE:** Electronic system used for web-based invention disclosure, web-based material transfer agreement submission, intellectual property (innovations, patents and agreements) management and reporting. Also includes web-based marketing portal.
- 6) **eCOI:** Electronic system used to manage project-based Conflict of Interest disclosure and reporting process. System also handles electronic, administrative review.

As additional modules are developed, University may make these modules available to Tennessee by amendment to this agreement.

Exhibit B
Services

- 1) Implementation Assistance: For two years after execution of this agreement, University will provide implementation assistance to Tennessee for the purpose of implementing eRA system modules on Tennessee's campuses. The order in which eRA modules will be implemented will be determined by Tennessee. If additional implementation assistance is requested by Tennessee after two-years from execution of this agreement, Tennessee can contract with University by amendment to this agreement.
- 2) Data conversion: University will assist Tennessee in the process of converting existing data from the Coeus system to RAMSeS.

Exhibit C - Fees

Year 1

One-time License Fees (All Campuses)	\$175,000
RAMSeS	
IRBIS	
ACAP/RAMS	
BLUE	
Research Contacts	
Workflow	

Item above to be paid by 30 days after the contract effective date

Implementation Costs -paid monthly	\$165,000
Personnel, benefits, and other costs to provide services including Contract Project Liaison to include (Training, Coordination, Documentation, etc) and Contract Programmer Dedicated to UT Implementation (Data Conversions, Customizations, Gen Support)	
Item above to be paid @ \$13,750 per month upon invoice	

Year 1 Total **\$340,000**

Year 2

Implementation Costs -paid monthly	\$165,000
Personnel, benefits, and other costs to provide services including Contract Project Liaison to include (Training, Coordination, Documentation, etc) and Contract Programmer Dedicated to UT Implementation (Data Conversions, Customizations, Gen Support)	
Item above to be paid @ \$13,750 per month upon invoice	

Year 2 Total **\$165,000**

All Subsequent Years

Annual Support Fee (Upgrades, Troubleshooting, etc)	\$25,000
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Subsequent Years Total **\$25,000**

Leni Chick

From: McNeil, Diane G [mcneild@tennessee.edu]
Sent: Monday, March 03, 2008 1:45 PM
To: Leni Chick
Cc: Haynes, Anthony Curtis
Subject: Contract for Next FRC Meeting

Leni,
Attached is a contract we'd like to submit for the next Fiscal Review meeting. The contract is with our legal department, hence the draft copy. We don't expect any major changes and will send you a final once they've finished their review.

Please let us know if you have any questions.

Diane G. McNeil
Administrative Coordinator
Office of VP for Strategic Planning and Operations
809 Andy Holt Tower
Knoxville, TN 37996-0180
865.974.8036
865.974.9580 (Fax)
diane-mcneil@tennessee.edu

3/3/2008